

Polk Co.

AFSCME

7/1/2006 6/30/2009

POLK CO./AFSCME (SUPPORT) (BLUE COLLAR)  
(ROADS) (PROF./PARA-PROF.)

06-09

**AGREEMENT BETWEEN**

**POLK COUNTY, IOWA**

**AND**

**LOCAL 1868**

**American Federation of State**

**County and Municipal Employees**

**AFL – CIO**

**2006 - 2009**

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ARTICLE I  
RECOGNITION

Section 1 - Bargaining Representation

The Employer recognizes the American Federation of State, County, and Municipal Employees, Local 1868, as the exclusive bargaining representative for its bargaining unit Employees as identified in paragraph two (2) hereof, with respect to the negotiable items set forth under Section Nine (9), Scope of Bargaining, of the Iowa Public Employment Relations Act, and other issues as agreed to by the parties.

Section 2 - Bargaining Units

The bargaining units for the purpose of this Agreement consist of all eligible employees of the Polk County Clerical Unit, Secondary Roads Unit, Maintenance/Custodial Unit and Paraprofessional/Professional Unit in the classifications as described in the PERB decision and Order Nos. 126, 227, 276, 339, 597, 768, 1052, 1106, 1147, 1254, 1443, 1770, 2507, 2616, 2699, 2837, 2933, 3074, 3623, and 5540 and any and all job classifications created which are found to be non-exempt classifications under the Iowa Public Employment Relations Act.

## ARTICLE II

### DUES CHECKOFF

#### Section 1 - Deduction of Dues

Upon receipt of written authorization from a unit Employee, the Employer agrees to deduct, on a monthly basis, the Union dues of such Employee from his/her pay, and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union, in writing, to receive such deduction. The Union shall notify the Employer, in writing, of the exact amount of such regular membership dues to be deducted, thirty (30) days before such deduction, and within thirty (30) days if said amount changes thereafter.

#### Section 2 - Agreement to Indemnify

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

#### Section 3 - Continuation of Authorization

All Employees covered by this Agreement, who, as of the effective beginning date of this Agreement are having dues deducted and remitted to the Union, shall not be obligated to resubmit authorization for same, and said dues shall continue to be deducted for the term of this Agreement and all subsequent Agreements.

#### Section 4 - Termination of Dues Checkoff

Employees may terminate the dues checkoff authorization at any time, by giving thirty (30) days written notice prior to the deduction of same. Such written notice shall be to the Employer, and the Employer shall forward a copy of such notice to the Union.

#### Section 5 - P.E.O.P.L.E.S. Checkoff

Upon receipt of written authorization from a unit Employee, the Employer agrees to deduct on a monthly basis, an amount so designated by the Employee, for contribution to the P.E.O.P.L.E.S. Committee. Such deduction shall be remitted by the fifteenth (15th) of the succeeding month to the official designated by the Union, in writing, to receive such deduction.

## ARTICLE III

### HOURS OF WORK

#### Section 1 - Uniform Hours of Work

The Employer shall establish and post uniform hours of work for occupational groups and shifts.

Except in emergency situations, five (5) workdays notice will be given to affected Employees of a change in the schedule of hours to be worked.

#### Section 2 - Workday

The regular workday shall consist of eight (8) hours, except that it may be interrupted by an unpaid meal period, not to exceed one (1) hour. The regular workday for institutional shift Employees and Employees on flexible work schedules may exceed eight (8) hours per day.

Except in emergency situations, professional Employees shall not be scheduled by the Employer to work a double shift on a regular and continuing basis. It is agreed and understood that professional Employees will perform the duties of their positions in emergencies, on the basis of court orders, and in line with the work load requirements of their position.

#### Section 2a - Workday (Roads Unit)

The regular workday shall consist of eight (8) hours, except that it may be interrupted by an unpaid meal period, not to exceed one-half (1/2) hour.

#### Section 3 - Workweek

The regular workweek shall consist of five (5), eight (8) hour days. Institutional shift Employees and Employees on flexible work schedules shall work a comparable duty schedule averaging forty (40) hours per week.

#### Section 3a - Workweek (Roads Unit)

The regular workweek shall consist of five (5) consecutive eight (8) hour days. However, should the Employer determine the necessity for the implementation of a four (4) consecutive ten (10) hour day workweek during the period of daylight savings time, this and all other sections shall be modified to comply with this workweek schedule as previously agreed to by the Employer and the Union. If the establishment of a second and third shift is deemed

necessary by the Employer, the Employer shall first consider volunteers for the new shift. If not enough qualified Employees of desired classifications volunteer, the least senior qualified Employees shall be assigned, provided that operational efficiency is maintained. In no case will Equipment Operators assigned to the second and/or third shift be assigned to snow removal or sanding except in and around the Central Maintenance Facility, unless the Employer has a total call out for an emergency situation.

#### Section 4 - Rest Periods

All Employees' work schedules shall provide for at least one (1), fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift, whenever it is feasible.

#### Section 5 - Extended Workday

Employees who are authorized to work overtime, and such overtime is anticipated by the Employer to extend beyond forty-five (45) minutes after the regularly scheduled quitting time, shall be allowed to make a phone call for the purpose of relaying a message to his/her family.

At the end of each four (4) consecutive hours of overtime worked, the Employee shall have the right to take a one-half (1/2) hour paid meal break. The meal break shall not be considered as time worked except where the Employee's overtime work extends beyond the designated meal break. For the purpose of this section weekend shall be defined as the Employee's Saturday and Sunday.

#### Section 5a - Extended Workday (Roads Unit)

Employees who are authorized to work overtime, and such overtime is anticipated by the Employer to extend beyond forty-five (45) minutes after the regularly scheduled quitting time, shall be allowed to make a radio call to the office for the purpose of relaying a message to his/her family. If the Employee required to work said overtime does not have the availability of a radio, they shall be granted up to fifteen (15) minutes to notify family of said overtime.

At the end of each four (4) consecutive hours of overtime worked, the Employee shall have the right to take a one-half (1/2) hour paid meal break. The meal break shall not be considered as time worked except where the Employee's overtime work extends beyond the designated meal break. For the purpose of this section weekend shall be defined as the Employee's Saturday

and Sunday. This section shall relate to hours worked prior to/after shift and weekends. Weekends shall be defined as the Employees Saturday and Sunday.

#### Section 6 - No Guarantee of Hours or Days

Nothing herein shall be construed as a guarantee of the number of hours of work per day or per duty schedule, or number of days per duty schedule.

#### Section 7 - Flextime

The department head shall arrange with Employees flexibility in the regular workday schedule, except where operational efficiency cannot be maintained.



## ARTICLE IV

### OVERTIME

#### Section 1 - Rate of Pay

Time and one-half the Employee's regular hourly rate of pay, or compensatory time off, as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hour.

An Employee may elect to be compensated for overtime work in pay or compensatory time. The Employee shall make his/her selection according to procedures established by the Employer. If an Employee elects to take pay, it shall be granted by the end of the subsequent pay period in which it was accrued. The Employer's compliance with this Section is contingent upon the availability of appropriated funds to each department. If the department head is unable to meet the requirements of this Section due to a lack of appropriated funds, compensatory time shall then be used as payment for overtime work. If an Employee elects to take compensatory time, it shall be used in accordance with Section 4 as outlined below. Professional Employees, excluding Attorneys, shall not receive overtime premiums, but shall be eligible to receive compensatory time at the rate of one hour for every hour worked, with a maximum accumulation of fifty (50) hours.

#### Section 2 - Weekly

Weekly, all work performed in excess of forty (40) hours in any workweek.

#### Section 3 - Sunday

Double time shall be paid for all work performed on Sunday which is not a part of the Employee's regular workweek. Employees with irregular work schedules shall be paid double time for all work performed on the day off immediately preceding the commencement of their regular work schedules.

#### Section 4 - Use of Compensatory Time

If compensatory time off is used as a method of paying for overtime work, the rate of compensation shall be one and one-half (1-1/2) hours compensatory time off for each hour of overtime worked. An Employee may request and be granted his/her accrued compensatory

time off, provided that the Employer and Employee mutually agree on a convenient time. An Employee may not accumulate more than eighty (80) hours of compensatory time off. After an employee has accrued eighty (80) hours of compensatory time, all overtime and/or holiday accrual hours shall be paid at the appropriate premium hourly rate. Except for employees of the Public Works Department, Roads Division, all accumulated compensatory time in excess of forty (40) hours shall be liquidated and paid to the Employee in the final paycheck of the calendar year and the final paycheck of the fiscal year. All accrued compensatory time in excess of forty (40) hours, for employees of the Public Works Department, Roads Division, shall be liquidated and paid to employees in the paycheck that includes October 1.

#### Section 5 - Overtime Equalization

Overtime work shall be distributed equally to Employees working within the same job classification at the same job site. The distribution of overtime shall be equalized after six (6) months commencing on July 1st, except for Public Works Department, Roads Division. Public Works Department, Roads Division shall equalize overtime on an annual basis as of May 1st each year. Except in emergencies that preclude the procedure, the opportunity to work overtime shall be offered to the Employee within the job classification at each job site who has the least number of overtime hours worked to his/her credit at that time. The Employer shall not be required to break in on work in progress or change an Employee's shift to maintain an equitable balance of overtime opportunities. If overtime is not substantially equal over each six month period, then the Employer shall equalize overtime by awarding the affected Employee compensatory time or pay equaling the overtime the Employee lost by not being provided equal overtime opportunity. (As used in this Article, substantially equal is defined as within ten (10) hours of the average overtime of all Employees within the same job classification at the same job site.) Building Technicians shall be considered as working at one job site for the purposes of equalizing overtime.

If an Employee does not accept the offered overtime, the hours offered shall be considered as overtime refused. If an employee is not available to work overtime, then the average number of overtime hours worked by available employees shall be considered overtime refused. An Employee is considered not available if he/she is on paid or unpaid leave on the date the overtime is worked. Overtime refused shall not be considered hours subject to overtime equalization. If the overtime offer is refused, the Employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment. This procedure shall be followed until the required number of qualified Employees have been selected for the overtime

work. If the above procedure does not provide for an adequate number of Employees, the least senior qualified Employee shall be required to work. Newly transferred/promoted or newly hired employees shall be credited with the average number of overtime hours worked by current employees following their date of transfer/promotion or hire.

#### Section 6 - Records

A record of overtime hours worked or turned down by each Employee will be maintained by the department head and made available for inspection upon request by the Employee or Union.

#### Section 7 - Prior Approval Required

Any work performed outside the Employee's regularly scheduled work shift must have prior approval of the immediate supervisor, as designated by the department head, to qualify for overtime pay as outlined in this Article.

#### Section 8 - Computation of Overtime

For purposes of the computation of overtime, all paid time shall count as time worked.

#### Section 9 - Right to Require Overtime

Nothing herein shall be construed as a limitation on the Employer's right to require overtime work.

#### Section 10 - No Pyramiding of Premium Rates

Overtime shall not be paid more than once for the same hour's work. There shall be no pyramiding of premium rates for the same hour's work.

## ARTICLE V

### CALL TIME

#### Section 1 - Purpose and Eligibility

Call time is intended to compensate an Employee for making a special trip to work. To qualify for call-in pay, the Employee's call time work cannot be contiguous either before or after his/her regularly scheduled work shifts.

#### Section 2 - Rate

A regular full-time Employee shall be guaranteed two (2) hours of call time at the rate of one and one-half (1-1/2) times his/her straight time hourly rate, in pay or compensatory time off.

#### Section 3 - Prescheduled Staff Meetings Excluded

Prescheduled staff meetings, not within the category of call time shall be at the regular time rate.

#### Section 4 - Professional Employees Excluded

Professional Employees shall not be paid call time premium.

## ARTICLE VI

### SENIORITY

#### Section 1 - Definition

Seniority is the length of a regular full-time Employee's continuous service with the County, calculated after the expiration of the probationary period from the Employee's most recent date of hire or rehire. Except for service in an excluded or exempt position, seniority is accrued and shall be applied on a County-wide basis.

Service with the County in an excluded or exempt position shall not be applied in calculating seniority for application to the provisions contained in this Agreement except for the calculation of vacation and sick leave.

An Employee who is transferred, for whatever reason, from an excluded or exempt position to a position covered by the terms of this Agreement and who had previously occupied a position covered by the terms of this Agreement, shall have his/her previous service time in the included position re-established without loss and applied to his/her seniority for application to the provisions contained in this Agreement.

#### Section 2 - Probationary Employees

A new Employee shall be on probation and have no seniority rights or recourse to the grievance procedure, except as described in Article XVII, Section 9, for a period of six (6) months from the date he/she commences work in a full-time position; and if retained, seniority shall be calculated from the first date of hire or rehire. It is expressly understood that periods of unpaid leave in excess of a cumulative total of thirty (30) days shall be added to the Employee's date of hire or rehire for purposes of calculating seniority and probationary period.

#### Section 3 - Seniority List

The seniority list on the date of this Agreement shall show the name and job classification of all bargaining unit Employees. The Employer shall update seniority lists no less than once every ninety (90) days.

#### Section 4 - Loss of Seniority Rights

An Employee shall lose his/her seniority rights and the employment relationship shall be broken and terminated under the following conditions:

- A. Quits or retires.
- B. Is discharged and the discharge is not reversed through the grievance procedure.
- C. Engages in other work while on a paid leave of absence, worker's compensation or disability; or gives a false reason for obtaining a leave of absence, or overstays a leave of absence, unless evidence satisfactory to the Employer is presented, clearly establishing that the Employee was physically unable to give notice of return.
- D. Is absent for one (1) day without notice to the Employer, unless evidence satisfactory to the Employer is presented, clearly establishing that the Employee was physically unable to give such notice.
- E. Fails to report ready for work at the end of a leave of absence.
- F. Fails to report ready for work within five (5) calendar days after having been notified to return to work following layoff.
- G. Is laid off "out the door" for a period exceeding eighteen (18) continuous months

#### Section 5 - Seniority Accrual During Unpaid Leaves of Absence

Regular full-time Employees shall accrue seniority for the first six (6) months of an approved, unpaid leave of absence.

#### Section 6 - Resolving Conflicts in Seniority

Where two (2) or more Employees are appointed to full-time positions in the same bargaining unit on the same day, and none has served in a part-time capacity with the County for the year immediately preceding the appointment, conflicts in seniority shall be resolved by the last four (4) digits of the Employees' Social Security Numbers, with the Employee having the lower number being considered as having greater seniority. If any of these Employees have served in a part-time capacity, the Employee with the greater amount of time actually served shall be considered as having the greater seniority. Part-time service in calculating seniority or any other benefit shall only be considered as it applies to this specific Section, and only when it is necessary to resolve conflicts in seniority.

## Section 7 – Part-time Employee

A Part-time Employee is an Employee in a permanent position who is budgeted to work less than forty (40) hours per week. Employees who are budgeted to work an average of twenty (20) or more, but less than forty (40) hours per week shall receive the following benefits:

- A. Seniority benefits for part-time Employees, except for holiday pay and insurance, shall be pro-rated to reflect the ratio between the Employee's regular scheduled hours and eighty (80) hours or 2,080 hours where applicable.
- B. Holiday pay will be equal to the number of hours the Employee would have been scheduled to work if the observed holiday had not been a day off.
- C. Insurance benefits shall be provided to the same extent and costs as regular full-time Employees.

Permanent part-time Employees who are budgeted to work less than twenty (20) hours per week shall receive the following benefits:

- A. Sick Leave: Sick leave benefits, on a pro-rated basis to reflect the ratio between the Employee's regularly scheduled hours per pay period and eighty (80) hours
- B. Group Insurance coverage: Entitlement to purchase group health, dental, and term life insurance coverage for themselves and their dependents at the County's group rates.

Employees who work twenty (20) hours per week or more for more than one (1) fiscal quarter shall be deemed as being budgeted for more than twenty hours and eligible for applicable benefits.

Permanent part-time Employees shall be eligible to bid on posted full-time bargaining unit vacancies pursuant to the transfer and promotion provisions of Article VII. However, where permanent part-time and full-time bargaining unit employees apply for transfer, promotion, and/or hire for a true vacancy in a full-time bargaining unit position, and all other qualifications such as ability, experience, training and aptitude are substantially equal, then preference shall be given to the full-time Employee, notwithstanding the seniority of the part-time Employee.

A Part-time Employee's length of activity and continuous service with the County shall be adjusted on a pro-rata basis from the Employee's most recent date of hire. The length of service will be calculated on the basis of the ratio between the Employee's budgeted hours and 2080 hours. Active and continuous county employment shall be used solely for the purpose of calculating vacation accrual, sick leave pay-out, and disability income eligibility, unless provided otherwise. Consecutive years or years of service as used herein refers to an Employee's adjusted length of service.



## ARTICLE VII

### TRANSFER AND PROMOTION

#### Section 1 - Transfer/Promotion Procedure

- A. The Employer shall have the authority to fill a vacancy or vacancies. The Employer shall not be obligated to transfer, promote, and/or hire any Employee or applicant deemed not qualified.
- B. The term promotion, as used herein, means the advancement of an Employee to a higher paying job classification. The term transfer, as used herein, means the movement of an Employee to an equal or lower paying job classification.
- C. Whenever a true job opening occurs, other than a temporary opening, in any existing bargaining unit position, or as a result of the development or establishment of a new bargaining unit position, a notice of such opening shall be posted according to Article VII, Section 6, of this Agreement.
- D. During this period, Employees who wish to apply for the vacant position, including Employees on layoff, may do so. The application shall be submitted according to Article VII, Section 2, of this Agreement.
- E. If more than one (1) application for transfer, promotion, and/or hire is received for a true vacancy in a bargaining unit position, and all other qualifications such as ability, experience, training, and aptitude are substantially equal, seniority shall be considered as a distinguishing factor. However, experience gained in temporary transfers shall not be considered.
- F. The Employer need not consider seniority with regard to the following applicants, and no transfer, promotion, and/or posting grievance can be forthcoming from applicants who:
  - (1) Are serving new hire probation.
  - (2) Have been voluntarily transferred/promoted within the six (6) month period immediately before making application for another transfer/promotion.
- G. If an Employee's application for transfer/promotion is rejected for any reason in filling a vacant bargaining unit position, then the Employer shall notify the Employee in writing at least two (2) working days prior to the appointment.

- H. Pay Upon Promotion: Upon receiving a promotion, the Employee shall receive a one (1) step increase, or the pay rate commensurate with the Entry Step in the higher job classification, whichever is higher. The promotion shall be effective as the beginning of the payroll period following Board approval of the promotion.

#### Section 2 - Transfer/Promotion Application

Any request for transfer/promotion shall be submitted to the Human Resources Department in writing by the Employee on forms provided by the Employer.

#### Section 3 - Probationary Period For Transferred/Promoted Employees

If, after a reasonable lapse of time, not exceeding sixty (60) workdays, the transferred/promoted Employee fails to perform satisfactorily the duties of the position to which he/she was transferred/promoted, the Employer may remove said Employee and return him/her to his/her former job and salary prior to transfer/promotion.

Employees being transferred/promoted from one County department to another County department shall serve a probationary period of one hundred twenty (120) workdays. If the Employee fails to perform satisfactorily the duties of the position to which he/she was transferred/promoted, the Employer may remove said Employee and return him/her to his/her former job and salary prior to transfer/promotion.

#### Section 4 - Downward Transfer

Downward transfers may be imposed by the Employer in disciplinary and/or hardship cases. In all such cases, the rate of pay shall be established by the County Director of Human Resources after reviewing the reasons for downward transfer, but in no case shall the rate of pay fall below the Entry Step, nor above the Top Step of the grade of the newly assigned position.

#### Section 5 - Temporary Transfers

The Employer shall have the authority to temporarily transfer Employees from job to job where deemed necessary, and nothing herein shall be construed as a restriction on this authority. Such temporary transfer shall not result in a reduction of the regular pay rate of the transferred Employee, and an Employee temporarily transferred to a higher paying job classification, shall receive the Entry Step for same, or a one (1) step pay increase, whichever is higher, provided that such increase does not exceed the Top Step of said classification, and such temporary

transfer extends beyond five (5) consecutive workdays. Abuse of the intent of the foregoing shall be subject to the grievance procedure.

A temporary transfer shall be defined as a period of time of up to thirty (30) workdays, except such transfers may be for a period of time of up to six (6) months if a vacancy is created as a result of an approved leave of absence, and may be extended beyond six (6) months if the approved leave of absence is also extended.

This Section shall apply to any Employee covered by this Agreement who is temporarily transferred into a State position of a higher classification than that which the Employee holds with the County, provided that the County Director of Human Resources, based on the standards utilized by the County to rate duties and responsibilities and assign classifications and grades, determines that the State position is a higher classification.

#### Section 6 - Posting Procedures

A true vacancy in an existing bargaining unit position shall be posted County-wide by the Human Resources Department. A true vacancy is defined as one that the Employer desires to fill. A Notice of Job Vacancy shall be forwarded to the Human Resources Department by the department in which the true vacancy exists. The Human Resources Department shall then distribute the Notice of Job Vacancy for posting on all bulletin boards in all work areas of all departments. The Notice of Job Vacancy shall be posted for five (5) workdays from the date the Vacancy Notice is posted by the Human Resources Department, during which time Employees may make written transfer/promotion application. All postings shall include the location of the vacancy, the hours of work (if other than the norm), and the Requirements of Work as contained in the latest edition of the County's Position Description Manual. It is agreed that the County Human Resources Department shall have the right to establish and revise the Nature of Work, Examples of Duties, and Requirements of Work necessary for each position in the County's Position Description Manual.

#### Section 7 - Posting Requirements Following Successful Transfer

The posting requirements in this Article shall be limited to the original true vacancy and two (2) subsequent true vacancies resulting from the filling of the original true vacancy.

If the Employer chooses to fill any subsequent vacancy, resulting from the filling progression of the original true vacancy, the Employer may do so either by transfer or by new hire, without regard to further posting.

#### Section 8 - Reclassification

1. The term reclassification as used herein, means the change of an Employee's classification to a new pay grade.
2. Pay upon reclassification: Upon receiving a reclassification to a higher grade, an Employee shall receive a one (1) step increase, or pay rate commensurate with the entry step in the higher grade whichever is greater. If a downgrade occurs, the rate of pay shall be equivalent to the Employee's pay rate prior to the downgrade, but in no case shall the rate of pay exceed the top step of the new grade. The reclassification shall be effective at the beginning of the payroll period following Board approval of the reclassification.

## ARTICLE VIII

### LAYOFF AND RECALL

#### Section 1 - Temporary Layoff

The Employer has sole discretion to determine the necessity for and implementation of temporary layoff of the work force. Temporary layoffs of thirty (30) consecutive calendar days or less are not subject to the provisions as contained in this Article governing permanent layoffs, and temporary layoffs shall be administered according to procedures established by the Employer. To qualify for temporary layoff, the official notice must state temporary layoff and must indicate specific dates and times that the temporary layoff shall begin and end. The temporary layoff period of time shall not exceed thirty (30) consecutive calendar days per occurrence. All other notices shall be determined to be notices of permanent layoff. Temporary layoffs shall not be subject to the grievance procedure.

#### Section 2 - Benefits While on Temporary Layoff

Upon receipt of notice and during periods of temporary layoff, Employees shall not be entitled to use earned, unused vacation, sick leave, or any other earned, unused leave; nor shall Employees accrue vacation, sick leave or any other leave benefits during the period of temporary layoff.

During periods of temporary layoff, seniority shall be accrued, and the Employer shall pay the Employer's share of the cost of insurance premiums for the Employee as provided for in Article XV. The Employee's share of the cost of such insurance premiums, if any, must be paid by the Employee through payroll deduction or, if this is not possible, by direct payment to the Employer. Failure on the part of the Employee to make timely, direct payment as required by the Employer shall be cause for immediate cancellation of such insurance coverage.

#### Section 3 - Recall from Temporary Layoff

An Employee on temporary layoff must be recalled and return to work no later than the thirty-first (31st) consecutive calendar day from the date the temporary layoff started. An Employee recalled from temporary layoff shall return to his/her former position and salary, if physically qualified, or to another equivalent position and salary in accordance with his/her qualifications and ability. Upon recall from temporary layoff, the Employee shall have restored all earned,

unused vacation, sick leave and any other earned, unused leave that existed prior to his/her temporary layoff, unless this would violate other provisions of this Agreement.

#### Section 4 - Permanent Layoff

The Employer has sole discretion to determine the necessity for and implementation of a permanent layoff of the work force. Except in cases of emergency, notice of permanent layoff will be given at least ten (10) workdays in advance of the layoff. If a layoff is deemed necessary by the Employer, it will be administered according to an Employee's County-wide seniority. The Employee(s) laid off first shall be the Employee(s) with the least County-wide seniority occupying the job classification(s) within the fund affected, provided that operational efficiency and affirmative action are maintained. The determination of the order of layoff is subject to the grievance procedure at Step Three.

Regular full-time bargaining unit Employees designated for layoff may, in lieu of layoff, elect to exercise one of the following options although such options, must be exercised in the order listed. Failure to exercise the options in the order listed will result in automatic layoff. An Employee designated for layoff and who desires to exercise one of the following options must notify the County Human Resources Department within five (5) workdays of receipt of layoff notice. Failure to notify the County Human Resources Department in the time frame required shall amount to a waiver of the Employee's right to exercise any of the following options and will result in automatic layoff.

For the purpose of exercising the following options, if a true vacancy exists at the option level being exercised, the Employee notified of layoff shall first be given the opportunity to fill the true vacancy before displacing another Employee, provided the Employee notified of layoff has the qualifications and ability to perform the job, the true vacancy is not an excluded position, and operational efficiency is maintained.

#### Options for Displacement

- A. The Employee with the least County-wide seniority in the same job classification from which the Employee was laid off.
- B. Whichever one, but not both, of the following that would result in the highest grade job classification for the Employee notified of layoff. If the job classification grades are the same, the Employee notified of layoff must exercise the first option listed.

- (1) The Employee with the least County-wide seniority in a job classification previously held by the Employee.

*or*

- (2) The Employee with the least County-wide seniority in any job classification within the classification series.

- C. The Employee with the least County-wide seniority in any job classification within the classification series in the same bargaining unit from which the Employee was laid off until all job classifications in the classification series have been exhausted.
- D. If none of the options outlined in A through C above can be exercised, it shall result in the Employee with the least County-wide seniority occupying the job classification within the fund affected being laid off.

Any Employee who elects to and who is permitted to fill a true vacancy or displace another Employee under any of the options listed above, shall retain his/her current rate of pay unless such rate of pay exceeds the Top Step of the newly occupied position/classification, in which case his/her pay shall be reduced to the Top Step.

#### Section 5 - Classification Series

For an explanation of classification series see Appendix C.

#### Section 6 - Benefits While on Permanent Layoff

An Employee permanently laid off by the Employer shall be paid for his/her vacation, personal days, compensatory time, and applicable percentage of accrued sick leave provided these amounts do not exceed the maximum accumulations of such benefits as provided for in this Agreement or by work rules. Such payment shall be made no later than the end of the subsequent pay period from the effective date of the actual layoff. Seniority shall accrue only during the first six (6) months while on permanent layoff.

Premiums for insurance normally paid by the Employer as provided for in Article XV shall be paid in full by the Employee during periods of permanent layoff, if the laid-off Employee elects to continue coverage. Failure to make timely payment as required by the Employer shall be cause for immediate cancellation of such insurance coverage.

## Section 7 - Recall from Permanent Layoff

Employees on layoff shall be recalled in the reverse order of their layoff from the job classification which they were laid off.

Employees on layoff shall be offered recall before a new Employee may be hired within the series classification, from which the Employee was laid off, if such opening becomes available within eighteen (18) months of the date of such layoff.

Employees who exercise their bumping privilege shall be allowed to return to their job classification from which they were originally laid off, provided that the position becomes available within eighteen (18) months.

An Employee to be recalled from a layoff shall be so notified as far in advance as possible by certified mail, return receipt requested, mailed to his or her last address as shown in the Employer's records. Any Employee so called back to work must return within five (5) consecutive calendar days after receiving such notice, or at the time and date indicated in the notice, whichever is later. Any Employee failing to do so shall automatically lose his/her seniority rights and shall be terminated. An Employee shall be considered as having received notice of the recall as of the date such notice is delivered to his/her last known address, as reflected by the Employer's records. It is the Employee's responsibility to keep the Employer informed of his/her current address. Probationary, part-time, and seasonal Employees have no recall rights.

An Employee recalled shall have restored to his/her records the amount, if any, of earned, unused sick leave that he/she had accumulated immediately before layoff. Restoration of vacation leave shall be on a prorated anniversary year basis in accordance with the adjusted date of hire, if appropriate, and according to procedures established by the Director of Human Resources. Such restoration of benefits out-lined above shall only be applied to Employees who are recalled from permanent layoff and shall not be applied to the Employees rehired by the County.



#### Section 8 - Restriction on Use of Part-Time Employees

Except for temporary layoffs and/or layoffs of CETA/PSE participants, no temporary or part-time Employees working in excess of thirty (30) hours per week will perform the same job duties of laid-off Employees within the same bargaining unit within the same department. This Section shall not apply if the laid-off Employee(s) refuses to exercise bumping procedures outlined in Section 4; and shall not apply in short-term situations (such as elections) which demand use of temporary Employees. No routine extra help Employee will perform the duties of laid off Employees.

## ARTICLE IX

### HOLIDAYS

#### Section 1 - Designated Holidays

The following shall be recognized as paid holidays:

New Year's Day	The 1 <sup>st</sup> day of January
Martin Luther King, Jr. Day	The 3 <sup>rd</sup> Monday in January
President's Day	The 3 <sup>rd</sup> Monday in February
Memorial Day	The last Monday in May
Independence Day	The 4 <sup>th</sup> day of July
Labor Day	The 1 <sup>st</sup> Monday in September
Veterans Day	The 11 <sup>th</sup> day of November
Thanksgiving Day	The 4 <sup>th</sup> Thursday in November
Friday after Thanksgiving	The 4 <sup>th</sup> Friday in November
Christmas Eve Day	The 24 <sup>th</sup> day of December*
Christmas Day	The 25 <sup>th</sup> day of December
Day after Christmas	When Christmas Day falls on Thursday

\* The Christmas Eve and Christmas days are observed as follows:

When Christmas Day falls on a Sunday the following shall apply; Christmas Eve will be observed on Friday, Christmas Day will be observed on Monday.

When Christmas Day falls on a Monday the following shall apply; Christmas Eve will be observed on Friday, Christmas Day will be observed on Monday.

When Christmas Day falls on a Tuesday the following shall apply; Christmas Eve will be observed on Monday, Christmas Day will be observed on Tuesday.

When Christmas Day falls on a Wednesday the following shall apply; Christmas Eve will be observed on Tuesday. Christmas Day will be observed on Wednesday.

When Christmas Day falls on a Thursday the following shall apply; Christmas Eve will be observed on Wednesday, Christmas Day will be observed on Thursday.

When Christmas Day falls on a Friday the following shall apply; Christmas Eve will be observed on Thursday, Christmas Day will be observed on Friday.

When Christmas Day falls on a Saturday the following shall apply; Christmas Eve will be observed on Friday, Christmas Day will be observed on Monday.

In addition to the holidays enumerated above, any other day declared to be a holiday by the County Board of Supervisors shall be deemed a holiday the same as if enumerated above.

#### Section 2 - Holidays Occurring on Weekends

In those cases in which the holiday falls on a Saturday, it shall then be observed on the preceding Friday; and in those cases in which the holiday falls on a Sunday, it shall be observed on the following Monday, with the exception of Christmas Eve day and Christmas day, which are to be observed as described in Section 1 of this Article. Employees in continuous operations or with irregular work schedules shall observe the actual day, including Christmas Eve day and Christmas day. When a holiday occurs during a leave of absence for which an Employee received compensation, the holiday will not be counted as part of the leave of absence.

In the event a holiday falls on an uncompensated day off of an Employee in continuous operations or with an irregular work schedule, the Employee shall receive eight (8) hours pay in lieu of the Holiday.

#### Section 3 - Rate of Pay

All regular full-time Employees shall be paid at the Employee's straight time hourly rate for eight (8) hours for each of the holidays set forth which they are actively employed. An Employee who works on any recognized holiday shall be paid two (2) times the Employee's straight time hourly rate for hours worked, in addition to the Employee's holiday pay.

All regular full-time Employees required to work on any recognized holiday shall have the choice of pay or compensatory time for all hours worked. The Employer's compliance with this Section is contingent upon the availability of appropriated funds to each department

#### Section 4 - Eligibility for Holiday Pay

To be eligible for holiday pay, an Employee shall work or be on approved paid leave, his/her last scheduled workday immediately before, and his/her first scheduled workday immediately following each holiday.

## ARTICLE X

### VACATION

#### Section 1 - Eligibility and Accrual

Regular full-time Employees in active County employment who have completed at least six (6) months of continuous service and who have successfully completed their probationary period, shall be eligible for vacation leave after the pay period in which it is accrued. Vacation leave shall accrue at the following rates:

- A. Two (2) weeks per year through four (4) completed consecutive years of employment.
- B. Three (3) weeks per year after four (4) through ten (10) completed consecutive years of employment.
- C. Four (4) weeks per year after ten (10) through eighteen (18) completed consecutive years of employment.
- D. Five (5) weeks per year after eighteen (18) completed consecutive years of employment.

Active County employment for purposes of calculating vacation shall include all regularly scheduled employment hours and hours while on approved paid leave of absence. Vacation shall not accrue during periods of approved unpaid leaves of absence, layoff, or suspension, unless the suspension is reversed through the grievance procedure.

Vacation leave may not be accumulated in excess of two hundred forty (240) hours.

#### Section 2 - Administration

Scheduling of vacation shall be under the direction of the department head, in cooperation with the Employee. An Employee's request to use accrued vacation leave shall be submitted to the department head during the first three (3) months of the calendar year. Vacation requests will be answered within a minimum of ten (10) working days from the date of receipt unless such requests are submitted on or before March 31st of the calendar year. In cases where Employees' requests conflict, seniority shall be the determining factor, provided that operational efficiency can be maintained. In the event that an Employee's request for accrued vacation is submitted after the first three (3) months of the calendar year, the Employee shall be entitled to

accrued vacation; however, seniority shall not be the determining factor in scheduling vacation. No vacation shall be taken, except in accordance with a schedule approved in advance.

Regular full-time Employees shall accrue vacation, but shall be ineligible to use such vacation until they have completed at least six (6) months of continuous service. In the event of separation prior to completion of six (6) months of continuous service, he/she shall be ineligible for vacation, either in time off or in payment. After the completion of at least six (6) months continuous service, all regular full-time Employees are eligible for vacation accrual payment upon termination, resignation, and/or layoff (except temporary layoff). Such payment shall only be up to and including their last day of actual work at the work site. Payment shall be a lump sum payment due the first pay period following termination, resignation, and/or layoff. Any Employee who retires, terminates, resigns, or is laid off shall not be eligible for holiday pay, sick leave, vacation, or professional leave accrual beyond their last day of actual work at the work site. Accrued leave benefits, for purposes of this Section, do not extend the Employee's work time with the County beyond their last day of actual employment at the work site.

### Section 3 - Other Uses

An absence due to sickness, injury or disability in excess of that authorized for such purpose shall, at the written request of the Employee, be charged against accrued vacation allowance.

### Section 4 - Payment Upon Termination

In the event of the death or retirement of an Employee, the amount of wages due shall include all unused earned vacation leave allowance. For purposes of this Section, the death of an Employee shall be considered a termination of employment, which shall require payment of such vacation leave allowance as might be payable for any other termination. If said termination of employment shall be due to the death of an Employee, such vacation leave allowance shall be paid to the estate of the deceased Employee, if such estate be open for probate. If no estate is open, the allowance shall be paid to the surviving spouse, if any, or to the legal heir(s) if no spouse survives.

#### Section 5 - Rate of Payment

The rate of vacation pay shall be at the Employee's current straight time hourly rate of pay immediately before vacation.

#### Section 6 - Restrictions on Accrual

Vacation credits shall not accrue during unpaid leaves of absence and layoffs.

#### Section 7 - Holiday Credit

When a holiday occurs during an Employee's assigned vacation, and the Employee is otherwise entitled to the holiday, it shall not be counted as part of the Employee's vacation time.

#### Section 8 - Rescheduling of Vacation

Any Employee who is hospitalized or undergoes out-patient surgery during his/her scheduled vacation shall, upon a physician's certification, have the right to request rescheduling of that portion of his/her vacation lost as a result of out-patient surgery or hospitalization. Vacation shall be rescheduled under the direction of that department head, in cooperation with the Employee.

#### Section 9 - Charged by Actual Hours Used

Vacation leave shall be charged by actual hours used, in one-half (1/2) hour increments. Vacation leaves of more than one (1) hour shall be charged to the next higher one-half (1/2) hour, except in no case shall the change exceed the amount of the Employee's regular workday when vacation is used by the day. No Employee shall be entitled to use vacation leave in excess of the amount he/she has accumulated. Vacation leave shall not be posted or available for use during the pay period in which it is accrued.

## ARTICLE XI

### UNPAID LEAVES OF ABSENCE

#### Section 1 - Eligibility Requirements

Regular full-time Employees shall be eligible for unpaid leaves of absence after completing at least six (6) continuous months of service.

#### Section 2 - Limited Leave Without Pay

A department head may authorize leave without pay for a period not to exceed a total of ten (10) workdays in any fiscal year. Such requests shall be answered within twenty-four (24) hours of the time the request is submitted.

Employees returning from authorized leaves of absence without pay of ten (10) workdays or less, shall return to their former job, if physically qualified.

#### Section 3 - Application for Leave

Any request for unpaid leave of absence, greater than or in addition to the limited leave (as addressed in Section 2), shall be submitted, in writing, by the Employee on forms provided by the Employer. Such forms shall be submitted to the department head for recommendation, then forwarded to the Human Resources Department within five (5) workdays. The application for leave shall be approved or disapproved by the Board of Supervisors. An answer to the initial request will be given to the Employee within two (2) weeks from the date the request was submitted, whenever possible.

#### Section 4 - Long Term Leave Without Pay

The Board of Supervisors has discretion to authorize special leaves of absence without pay for any period up to six (6) consecutive calendar months. Such leaves include, but are not limited to educational, Union, and public official leave. Such leaves may be renewed for additional periods of up to six (6) consecutive calendar months upon the request of the Employee, if agreed to by the Board of Supervisors.

Employees returning from authorized leaves of absence without pay of more than ten (10) workdays shall return to their former job, if physically qualified and the position is vacant, or to another equivalent position in accordance with his/her qualifications and ability.



#### Section 5 - Extended Sick Leave of Absence Without Pay

An Employee whose request for unpaid leave is due to a serious health condition, but is otherwise not eligible for Family and Medical Leave Act Leave, shall commence leave when the Employee's physician certifies he/she is medically unable to perform his/her job duties. Leave shall terminate after six (6) months or when the Employee's physician certifies he/she is able to return to his/her regular duties, whichever occurs first.

The Employer retains the right to obtain a second opinion from another physician, at the expense of the Employer, from which a final determination shall be made for commencement or termination of leave. An Employee requesting an unpaid medical leave of absence due to serious health condition and not subject to the Family and Medical Leave Act agrees to the release of all information to which the Employee has access to concerning the Employee's physical or mental condition relative to the request for unpaid leave and further waives any privilege for the release of the information.

#### Section 6 - Benefits While on Unpaid Leave of Absence

An Employee granted an unpaid leave of absence, not otherwise subject to Family and Medical Leave provisions, shall not be eligible for any benefit, unless otherwise specified, during the period of their unpaid leave of absence.

#### Section 7 - Parental Leave

An Employee, not otherwise eligible for Family and Medical Leave due to a birth or adoption, shall be eligible for unpaid parental leave.

Written application shall include a statement from the attending physician indicating the date the Employee who has given birth to a child is capable of returning to employment; or for a father or for an Employee who has adopted a child, a certified record of the date of the birth or adoption of the child.

Parental leave for an Employee who has given birth to a child may commence on the date the Employee's physician certifies the Employee is physically capable of resuming her normal duties. Parental leave for Employees who have become parents of a newborn child or for parents who have adopted a child shall not exceed thirty (30) calendar days and entitlement to leave shall expire within ninety (90) calendar days of the birth or adoption of the child.

#### Section 8 - Insurance Benefits While on Unpaid Leave of Absence

Premiums for insurance normally paid by the Employer shall be paid in full by the Employee during an approved, unpaid leave of absence, which is not part of Family and Medical Leave, if the Employee elects to continue coverage. Employees on approved unpaid parental leave and unpaid sick leave of absence which is not part of Family and Medical Leave will pay their own insurance premiums after the first ninety (90) calendar days of absence.

#### Section 9 - Return From Leave Without Pay

Upon return from leave of absence without pay, exceeding ten workdays, the Employee shall return to his/her former position, if physically qualified, and if the position is vacant, or to another equivalent position in accordance with his/her qualifications and ability.

#### Section 10 - Family and Medical Leave

Employees shall be eligible for leaves of absence authorized/guaranteed under the Family and Medical Leave Act. The Act provides for certain guaranteed leaves of absence and in many circumstances, the ability to stay on the Employer's insurance programs during the leave. Requests for leave under the Family and Medical Leave Act shall be administered in accordance with the rules and procedures established in the County Administrative Policy on the Family and Medical Leave Act.

## ARTICLE XII

### PAID LEAVES OF ABSENCE

#### PART A. SICK LEAVE

##### Section 1 - Eligibility

Regular full-time Employees contracting or incurring any sickness or disability which renders such Employees unable to perform the duties of his/her employment, or who has scheduled medical appointments which cannot be scheduled outside the regular workday, shall receive sick leave with pay as outlined in Section 3 below.

##### Section 2 - Accrual

Regular full-time Employees shall accrue sick leave at a rate of four (4) hours per bi-weekly pay period. Employees shall start to earn sick leave from their last date of hire, and they shall accumulate sick leave to a maximum of one thousand five hundred (1,500) hours.

##### Section 3 - Use

Employees shall be eligible to use sick leave after thirty (30) calendar days service with the Employer from the most recent date of hire and under the following conditions:

- (a) First day hospitalization.
- (b) First day work-related accident.
- (c) Scheduled medical appointments or emergencies of the Employee, the Employee's spouse, legal parent or child of whom the Employee has legal custody. Twenty-four (24) hour notice shall be given to the Employer for scheduled medical appointments.
  - \* A medical appointment is defined as any medical procedure scheduled in advance.
  - \* A medical emergency is defined as an incident or occurrence which requires immediate medical attention.

- (d) First day sickness/illness.
- (e) Scheduled outpatient surgery when at least twenty-four (24) hour notice is given to Employer.
- (f) First day sickness/illness of the Employee's spouse, legal parent or child of whom the Employee has legal custody (five (5) days per fiscal year).

#### Section 4 - Abuse

If, and whenever sick leave may appear to be abused, or when an Employee consistently uses sick leave as it is earned, the Employer shall require from the Employee competent proof of the necessity for such absence. In accordance with this Section, the Human Resources Department reserves the right in all cases of illness or reported illness, to require the release of all medical information to which the Employee has access to concerning the Employee's physical or mental condition relative to the use of sick leave and a waiver of any privilege for use of the information, and/or to require the Employee to furnish a doctor's certificate verifying the necessity for absence. Abuse of sick leave privileges shall constitute grounds for disciplinary action and possible dismissal.

#### Section 5 - Injury Form

Employees shall complete a Work Injury Report when they have an accident or injury which may or does lead to a sick leave of absence. Such forms will not be accepted by department heads unless they have been completed properly; including, but not limited to, the nature of the injury, date of Employee's return to duty, and signature of the Employee. Work Injury Report forms will be supplied by the Employer.

#### Section 6 - Hospitalized During Vacation

Any Employee who is hospitalized or undergoes outpatient surgery during his/her regularly scheduled vacation, shall, upon physician certification, have the right to request rescheduling of that portion of his/her vacation lost as a result of outpatient surgery or hospitalization. Vacation shall be rescheduled under the direction of the department head in cooperation with the Employee.

#### Section 7 - Reporting to Duty from Sick Leave

Upon return to duty from sick leave, the Employee shall report to his/her immediate supervisor, provided that the absence was less than five (5) consecutive workdays. For absences in excess of five (5) consecutive workdays, the Employee shall report to the department head, or his/her designee, upon return to work.

#### Section 8 - Charged by Actual Hours Used

Sick leave will be charged by actual hours used, in one-half (1/2) hour increments. Absences of more than one-half (1/2) hour shall be charged to the next higher one-half (1/2) hour, except in no case shall the charge exceed the amount of the Employee's regular workday. No Employee shall be entitled to use paid sick leave in excess of the amount he/she has accumulated. Sick leave shall not be posted or available for use during the pay period in which it is accrued.

#### Section 9 - Employment While on Sick Leave

Employees engaging in other compensable employment while on sick leave of absence may be subject to discharge.

#### Section 10 - Failure to Comply

Should an Employee be absent because of illness or incapacitation and fail to comply with the specific provisions as found in this Article, such Employee shall then be charged with leave without pay, and may be subject to disciplinary action and possible dismissal, as provided for in Section 4.

#### Section 11 - Notification of Illness

An Employee shall be required to notify the supervisor on duty one (1) hour before his/her scheduled reporting time, stating the nature of the illness and the expected period of absence. The department head shall provide a means for such notification.

### Section 12 - Payment of Sick Leave Upon Termination

Upon termination, Employees shall receive cash payment for a percentage of their accumulated unused sick leave in accordance with the following schedule, payable in their last pay period. Pursuant to Article XII, Section 14, no cash payment shall exceed \$4,000.

Years of Service	Percentage
4 through 10 years	20%
10 through 15 years	25%
15 through 20 years	30%
20 through 25 years	35%
Over 25 years	40%

### Section 13 - Conversion of Sick Leave

All regular full-time Employees who have accumulated over 750 hours of accrued sick leave, may convert new accrued sick leave to vacation on a ratio of four (4) hours of sick leave to one (1) hour of vacation, provided they do not use sick leave for two (2) full pay periods preceding the conversion of the accrued sick leave. No conversion shall be permitted except in accordance with approved rules.

### Section 14 – Sick Leave for Health Insurance Conversion Program

Upon bonafide retirement, Employees who are at least 55 years old and who have at least 15 years of service may convert their unused sick leave balance to a bank for the purpose of purchasing health insurance after retirement. The employee's sick leave balance will be converted according to the following schedule:

<u>Sick Leave Balance</u>	<u>Conversion Rate</u>
750 up to and including 1,000 hours	75% of value
Over 1,000 hours up to 1,500 hours	100% of value

Polk County will continue to pay the entire amount of the COBRA health insurance premium each month until the converted value of the Employee's sick leave bank is exhausted or until

the employee is eligible for Medicare, whichever comes first. The retired Employee may stay with the same health insurance program as when employed, or switch down at any time without underwriting.

The converted value of the sick leave can only be applied to COBRA health insurance premiums. It has no cash value and it is not transferable to another use or to an heir.

Employees with less than 750 hours of accrued sick leave or employees who elect not to participate in the sick leave conversion program, that end employment with Polk County, will receive a payout of their sick leave pursuant to Article XII, Section 12; however, the payment shall not exceed \$4,000.

#### Section 15 - Disability Income Plan

The Disability Income Plan shall provide funds to reduce the loss of income which may result from an Employee's total disability. If a disabled Employee is or becomes eligible for income from other sources, such as Social Security Disability or Worker's Compensation, the income under this plan shall only be the difference between the maximum allowed and that received from other sources (other sources shall not include Employee privately funded disability insurance).

The Employer, in deciding eligibility for disability benefits, may require an examination by a physician of the Employer's choice. Application for these benefits shall be made with the County Director of Human Resources on forms provided by the Employer. An Employee making a claim for benefits agrees to the release of all medical information to which the employee has access to concerning the Employee's physical or mental condition relative to the claim and further waives any privilege for the release of the information.

Benefits will be paid in accordance with the following schedule but only after the disabled Employee has exhausted all accumulated paid leave benefits and only if the Employee does not engage in any occupation, work, or employment for wages or profit during any such disability.

Years of Service	Benefit Formula	Maximum Benefit Period
Less than three years	Not eligible	Not eligible
3 through 4 years	50%	Six (6) months
5 through 10 years	50%	Twelve (12) months
More than 10 years	50%	Twenty-four (24) months

For the purpose of this Section, the following definition shall apply:

**Years of Service:** The length of a regular full-time Employee's continuous service with the Employer from the Employee's most recent date of hire or rehire.

**Benefit Formula:** 50% of gross base wage per pay period at time of disability (no escalation while on plan).

**Maximum Benefit Period:** The length of time for which an Employee is eligible to receive benefits for any given disability. For purposes of this Section each disability will be treated as a separate disability for determination of the maximum eligibility period.

There shall be no accrual of vacation, sick leave, or any other paid leave benefits while receiving disability. Benefits under this plan shall cease on the date of termination of employment.

## PART B. OTHER PAID LEAVES

### Section 1 - Civic Duty Leave

A full-time Employee shall be granted a paid leave of absence for assigned work time lost when subpoenaed to non-voluntary petit jury duty or when subpoenaed to appear as a witness in a civil or criminal proceeding in which that Employee is not directly involved as a plaintiff or defendant. A full-time Employee desiring to sit on a Grand Jury shall make application for such Civic Duty Leave on forms provided by the Employer. The application for leave shall be approved or disapproved by the Board of Supervisors. Said Employee shall be paid at his/her straight time hourly rate for all assigned work time lost up to forty (40) hours per week, but in no



case shall such paid leave granted to an Employee exceed one hundred sixty (160) hours per fiscal year.

An Employee, summoned to jury duty or subpoenaed to appear as a witness, shall inform his/her supervisor within forty-eight (48) hours from the time he/she learns that such service will be required.

An Employee shall submit certification of the number of hours spent in such service and shall assign all remuneration received for juror's fees and mileage expense to the Employer. When an Employee is released from such duty and more than one (1) hour of the Employee's regularly scheduled work shift remains, said Employee shall report to work.

Premium pay shall not be granted for such duty performed on Saturdays, Sundays, or holidays.

An Employee who engages in other compensable employment while on such paid leave of absence shall be subject to discharge.

#### Section 2 - Military Leave

Military leave will be granted in accordance with Chapter 29A of the Code of Iowa.

#### Section 3 - Bereavement Leave

A regular full-time Employee shall, after thirty (30) days of continuous employment from his/her last date of hire or rehire, be eligible for a paid leave of absence of up to four (4) days if it is necessary for him/her to be absent from work because of the death of a member of his/her immediate family. In cases involving unusual out-of-state travel, the Employee shall be granted one (1) additional day if they must travel over five hundred (500) miles one way, provided that the Employee's regularly scheduled days off do not occur during this time. Immediate family shall be defined as including: spouse, child, stepchild, parent, stepparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchildren, step-brother, step-sister, or other relative living within the same household. Only days absent which would have been compensable workdays will be paid. No payment will be made during holidays, layoffs, or any leave of absence. Payment shall be made on the basis of the Employee's straight time hourly rate of pay. Employees engaging in other compensable employment while on bereavement leave may be subject to discharge.

#### Section 4 - Personal Days

Regular full-time Employees who have successfully completed at least six (6) months of continuous service shall be granted seven (7) paid personal days per fiscal year. Employees with less than one (1) year of full-time continuous service shall accrue personal days on a prorated basis. If used for illness, same day notice must be given. If used for other than illness, the Employer and Employee shall mutually agree on a convenient time.

One (1) personal day may be carried from fiscal year to fiscal year. Personal days shall not be granted if unused, to any Employee upon retirement, termination (other than permanent layoff), or discharge.

#### Section 5 - Professional Leave

All Assistant County Attorneys are eligible to receive four (4) professional leave days per fiscal year. Scheduling of such leave shall be at the discretion of the County Attorney, after a written request is submitted by the Employee.

Professional leave may be granted in minimum one-half (1/2) hour periods, and shall not be carried over from fiscal year to fiscal year.

An Assistant County Attorney shall be actively employed for a period of at least nine (9) calendar months during the fiscal year, in order to be eligible to receive full professional leave allowances. Such Employees not in active County employment for the full nine (9) calendar month period shall be granted such leave prorated over the months actively employed.

In the event of death, retirement, termination, or permanent layoff, the amount of wages due shall include all earned, unused professional leave.

## ARTICLE XIII

### WAGES

#### Section 1 - Compensation and Job Classification

Employees covered by the provisions of this Agreement shall be compensated in accordance with their assigned job classification and corresponding pay grade as set forth in Appendix A. If a dispute arises as to whether or not an assigned job classification is proper for the level of work being performed, such dispute may be subject to the grievance procedure.

#### Section 2 - Entry and Advancement Within Pay Range

All unit Employees shall enter and advance through their respective pay range as set forth in Appendix B.

#### Section 3 - Payday

The wages of Employees shall be paid every two (2) weeks on Friday of the appropriate week.

#### Section 4 - General Wage Increase

Effective on the dates shown, Appendices B and D shall reflect the following general wage increase applied to the respective base annual rates.

<u>Effective Date</u>	<u>Percentage Change</u>
July 1, 2006	4%
July 1, 2007	4%
July 1, 2008	4%

#### Section 5 - Shift Differential

In addition to the established wage rates, the Employer shall pay an hourly premium of thirty-five cents (\$.35) per hour to Employees for all hours worked on a regularly scheduled shift, beginning after 3:00 p.m., and thirty-five cents (\$.35) per hour to Employees for all hours worked on a regularly scheduled shift, beginning after 11:00 p.m., but before the beginning of the first shift. Employees working a swing shift shall be paid, in addition to the established

wage rate, an hourly premium of thirty-five cents (\$.35) per hour for all hours worked on said shift, beginning after 3:00 p.m., but before the beginning of the first shift.

Additionally, Stationary Engineers in the General Services Department who commence a shift after 2:00 a.m., but before 6:00 a.m., shall be eligible to receive a shift premium of thirty-five cents (\$.35) per hour.

Employees shall not be eligible for shift differential pursuant to this section as a result of an extension of their regular work day into a shift differential period. Shift differential shall not apply in calculating holiday, vacation, sick leave, or any other benefit.

Employees entitled to shift differential shall receive the applicable shift differential for all hours worked.

#### Section 6 – Deferred Compensation

Effective July 1, 2006, the Employer shall contribute \$1.00 for each \$2.00 contributed by the Employee up to a maximum of \$35.00 per month. Effective July 1, 2007, the employer contribution shall increase to \$45.00 per month. Effective October 1, 2006, all participants must contribute to an active provider in order to continue to have payroll deductions made and to receive matching funds.

## ARTICLE XIV

### INSURANCE

#### Section 1 - Health Insurance Benefits

The Employer shall provide regular full-time Employees with the following insurance plan:

Wellmark Blue Choice Plan  
Dental Plan

In each year of the agreement, the Employer shall contribute the full cost of single health and dental coverage.

#### Section 2 - Dependent Health Insurance Benefits

The Employer shall provide regular full-time Employees who desire health and dental insurance coverage for their family the following insurance plan:

Wellmark Blue Choice Plan  
Dental Plan

In each year of the agreement, the Employer shall contribute 80% of the difference between the cost of single and dependent coverage premiums.

#### Section 3 - Life Insurance Benefits

Regular full-time Employees shall receive the following term life insurance benefits:

Effective Date	Amount of Coverage
Effective with this Agreement	\$20,000

The Employer shall arrange for Employees to have the ability to purchase additional coverage for themselves, their spouse and children with limited underwriting in amounts set by the Employer and carrier.

An appropriate proration of the amount of life insurance shall be applied to Employees sixty-five (65) years of age and older if necessary to ensure compliance with state and federal laws.

#### Section 4 - Insurance Carrier

The Employer retains the right to select or change the insurance carrier at any time during the duration of this Agreement, without reduction in benefits.

#### Section 5 - Flex Benefit Plan

The Employer shall provide Employees with a Section 125 Flexible Benefit Plan for the payment of medical expenses not covered by the medical and dental plans (medical reimbursement account) and dependent care expenses (dependent care reimbursement account). The plan shall be subject to revisions to comply with federal and state law.

## ARTICLE XV

### DISCIPLINE AND DISCHARGE

#### Section 1 - Right to Discipline and Discharge

The Employer shall have the right to discipline or discharge an Employee for just cause.

#### Section 2 - Disciplinary Action

- A. Disciplinary action or measures may include oral reprimand, written reprimand, suspension (notice to be given in writing), demotion, and discharge.
- B. If the Employer has reason to discipline an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public.
- C. Discharge may be imposed upon any Employee only for just cause. The Employee or the Union may take up a suspension or discharge at Step Three of the grievance procedure, within five (5) workdays from the date the disciplinary action is taken. The time periods may be extended by mutual agreement.
- D. All reprimands in the Employee's personnel file must be removed from the file after five (5) years. Those reprimands currently in an Employee's personnel file, five (5) years old or more, must be removed upon commencement of this Agreement.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

#### Section 1- Definition

A grievance is defined as an Employee's or group of Employees' claim against the Employer, arising out of an alleged violation in the application or interpretation of specific provisions of this Agreement.

#### Section 2 - Grievance Steps

##### 1. Immediate Supervisor

An Employee, with or without the Union Steward, shall discuss an alleged grievance orally, with his/her immediate supervisor, as designated by the department head within five (5) workdays following its occurrence, or within five (5) workdays from the date that the Employee first became aware of the cause of the alleged grievance or should have become aware of it with the exercise of reasonable diligence, in an effort to resolve the problem in an informal manner. But, in no case may such an alleged grievance be filed thirty (30) days after its actual occurrence. The immediate supervisor shall respond to the grievance within five (5) workdays.

##### 2. Department Head or Designee

If the answer is not satisfactory, the matter shall be presented in writing, stating specific provisions of the Agreement allegedly violated, by the Department Steward or the Union Steward, to the department head within five (5) workdays after the response. The department head shall respond to the Union Steward in writing, within five (5) workdays.

##### 3. Board of Supervisors or Designee

If the grievance still remains unadjusted, it shall be presented by the Chief Steward and/or Department Steward, to the designee of the Board of Supervisors, in writing, stating specific provisions of the Agreement allegedly violated within five (5) workdays after the response of the department head. The designee of the Board of Supervisors shall respond in writing, to the Chief Steward (with a copy of the response to the local Union), within thirty (30) workdays after the meeting with the Chief Steward. Grievances



occurring from a transfer/promotion outside the Employee's current department shall be filed at Third Step.

#### 4. Arbitration

Any grievance not settled to the satisfaction of the Employee in Step Three of the grievance procedure may be appealed to arbitration, provided that notice is given in writing to the other party, and is with the approval of the employee organization and the Employee. This appeal must be made thirty (30) workdays after the date the designee of the Board of Supervisors answers in the Third Step of the grievance procedure.

The issue as stated in the Third Step grievance shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually Agree to modify the scope of the hearing.

#### Section 3 - Selection of Arbitrator

After either party has so notified the other of its referral of a grievance to arbitration, the parties will attempt to meet within ten (10) workdays to select an arbitrator, or to request the Iowa Public Employment Relations Board or the Federal Mediation Conciliation Service to furnish a list of arbitrators from which the parties will select one (1) arbitrator. Such selection shall be by agreement within five (5) workdays, if possible. Otherwise, the party making the referral shall, within one (1) workday from receipt of such list, strike one (1) name from the list. Within two (2) workdays from the first striking, the other party shall strike one (1) name. If necessary, this process shall be repeated until only one (1) name remains. The remaining name will be the arbitrator. Either party, upon receipt of the arbitration list, may reject the list in total, and request another list.

#### Section 4 - Arbitration Expenses

The fees and expenses of the arbitrator will be shared by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of the stenographic reporting of the hearing shall be borne by the party requesting same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and the transcripts. The arbitrator shall have no power to change, alter,

detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

#### Section 5 - Grievance Record

All Second and Third Step grievances shall be reported to the designee of the Board of Supervisors, and each Third Step grievance shall receive a serial and department number.

#### Section 6 - Failure to Observe Time Limits

If an answer to a grievance is not presented to the Employee by the Employer within any of the time limits specified in this Article, it may be appealed to the next Step in the grievance procedure without prejudice. Failure by an Employee to comply with any time limitation shall constitute a withdrawal of the grievance.

In order to be considered timely, a grievance, other than a discharge grievance, must be scheduled for an arbitration hearing no later than nine (9) months from the date the grievance was answered by the Employer at Step 3. In order to be considered timely, a discharge grievance must be scheduled for an arbitration hearing no later than one hundred and eighty (180) days the date the grievance was answered at Step 3. The Union may, at its option, seek to schedule an arbitration hearing any time after the third step answer was due in the event the Employer fails to timely provide a third step answer. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

#### Section 7 - Steward Time Off for Grievance Handling

The Union will cooperate with the Employer by handling grievances in such a manner as to create minimal interference with normal operation of the Employer's business. Each department shall maintain a log in which a steward enters the time of departure and time of return from Employee's request for representation, grievance investigations and formal grievance meetings. No more than one (1) steward may investigate and process grievances through the first two (2) steps. In the case of a Third Step and/or arbitration, no more than one (1) steward and the local Union President or Chief Steward will be allowed to process said grievance on the Employer's time and premises.

#### Section 8 - Employee(s) Signature(s)/Union Representation

It is agreed and understood that all grievances shall be signed by the aggrieved Employee or Employees, except at the First Step. An aggrieved Employee may elect to have, or not to have, the Union represent them at any First, Second, or Third Step grievance meeting. If an Employee chooses to file a grievance without Union representation, the Union shall be furnished a copy of the grievance upon filing at the Second Step.

#### Section 9 - Probationary Employees

Probationary Employees as defined in Article VI, Section 2, may file grievances for all claims arising out of an alleged violation in the application or interpretation of specific provision of this Agreement except for performance, discipline or discharge matters.

## ARTICLE XVII

### GENERAL PROVISIONS

#### Section 1- Discrimination

The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit, without discrimination as to age, sex, marital status, race, color, creed, national origin, physical or mental handicap, partisan political affiliation, or Union activity. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. All references to Employees in this Agreement refer to both sexes, and whenever the male gender is used, it shall be construed to include both male and female Employees.

The Union recognizes its responsibility as bargaining agent and agrees to represent all Employees in the bargaining unit, without discrimination, interference, restraint, or coercion.

#### Section 2 - Bulletin Boards

The Employer agrees to furnish and maintain at least one (1) suitable bulletin board in a convenient place to each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such boards.

#### Section 3 - Union Officers, Stewards, and Representatives

The Union agrees to furnish to the Employer the names of its officers, stewards, and representatives.

#### Section 4 - Work Rules

The reasonableness of all existing and future work rules shall be subject to the grievance procedure. Before existing work rules are changed or new work rules are established, a copy of the proposed work rule(s) shall be displayed on all designated bulletin boards and forwarded to the Union Office for a period of five (5) workdays before becoming effective. Nothing in departmental work rules shall amend or modify this Agreement.

#### Section 5 - Joint Safety Committee

There shall be established within each County department, a Joint Safety Committee, composed of one (1) Employer representative and one (1) representative selected by the Union, and they shall represent all Employees within the department. The Committee shall meet biannually and/or within ten (10) workdays of a request by any member of the Committee.

Safety Committee meetings may be held during normal work hours, on the Employer's premises, and without loss of pay. Upon the request of Committee members, such meeting shall be open to other Employer and Employee representatives as needed, although no more than three (3) Employee representatives shall be released during normal work hours to attend such meetings. The function of the Safety Committee will be to review reports of property damage and personal injury accidents, to inspect work areas, to detect unsafe or hazardous work methods, conditions or equipment, to provide support for a strong safety program, and to review and recommend safety policies for the Employer. All safety policies recommended by a majority of the members of the Safety Committee shall be recommended to the department head for adoption. A copy of adopted policies shall be submitted to the Union Office.

#### Section 6 - Labor/Management Meetings

There shall be established within each County department a Labor/Management Committee, composed of one (1) Employer representative and one (1) representative selected by the Union, and they shall represent all Employees within the department. The Committee shall meet biannually or within ten (10) workdays of a request by any member of the Committee. Such meetings may be held during normal work hours, on the Employer's premises and without loss of pay. Upon the request of committee members, such meetings shall be open to other Employer and Employee representatives as needed, although not more than three (3) Employee representatives shall be released during normal work hours to attend such meetings.

#### Section 7 - Mileage

The Employer agrees to reimburse Employees for use of their privately-owned vehicles when used for official County business at the rate per mile as provided for in the Code of Iowa. Submission of mileage reimbursement claims shall be made in accordance with the County Travel Policy, as approved by the Board of Supervisors.

## Section 8 - Conduct of Business

The Union agrees to conduct its business off the job as much as possible. The Employer agrees to allow the Union Stewards reasonable time off, without loss of pay for processing grievances, upon an Employee's request for representation, and attendance at formal grievance meetings and Labor/Management meetings provided that there is compliance with Article XVII, Section 7.

The stewards are required to notify their supervisor prior to leaving their work area and upon returning when conducting such Union business.

## Section 9 - Union Negotiators

The Employer and the Union agree that not more than nine (9) bargaining Employees, including the Local Union President may be selected by the Union to represent the Union in negotiations without loss of pay. More than one (1) Employee negotiator may be selected from the same department in the County provided that operational efficiency can be maintained.

The Union shall inform the Human Resources Department of its selections fourteen (14) days prior to the beginning of negotiations. In the event that changes during the course of negotiations would adversely affect the Employer's normal operations, the Employer may require up to two (2) weeks notice prior to such change.

## Section 10 - Negotiations

The parties shall attempt to begin negotiations no later than one hundred fifty (150) days prior to the certified budget submission date of the Employer. As a first duty to bargain, the parties shall endeavor to agree on an impasse procedure.

## Section 11 – Safety Equipment and/or Clothing

If any Environmental Code Officer, Building Code Officer, Code Enforcement Officer, Air Permit Engineer, Housing Specialist, Landuse Planning Coordinator, Planner, Air Quality Specialist, or Air Pollution Monitoring Specialist is required to use or needs, as determined by the Board of Supervisors, any of the following safety equipment and/or clothing, same shall be supplied by the Employer:

- (1) pair of coveralls
- (1) first aid kit
- (1) one hundred-foot tape measure
- (1) sanitary thermometer kit
- (1) butane cigarette lighter
- (2) white smocks
- (1) pair of overboots
- (1) car, mileage for use of a privately-owned vehicle outlined in Section 7
- (1) safety helmet
- (1) safety prescription glasses
- (1) respiratory protection
- (1) explosion proof flashlight
- (1) safety goggles
- (1) hearing protection

When the Employer requires Employees to wear safety shoes, the employee shall purchase same. Upon proof of purchase, the Employer shall reimburse the Employee up to sixty dollars (\$60). If through wear or damage, the Employee must purchase another pair of safety shoes, the Employer may share in this cost, but in no case may the Employer contribute more than sixty (\$60) per fiscal year to each Employee.

The Employer may choose to maintain one (1) pair of binoculars to be used by Employees in situations where the Employer deems that such is necessary and appropriate.

The Employee is personally responsible for loss or damage of the equipment listed above, and will replace same with like quality replacements when the loss/damage is due to Employee negligence.

## Section 12 - Equipment (Maintenance/Custodial Unit)

If any Employee in the Maintenance/Custodial Unit is required by the Employer to wear any of the following safety equipment and/or clothing, same shall be supplied by the Employer:

gloves	cook uniforms
safety helmets	Jail cook uniforms
pouches of hand tools	welding jackets
safety prescription glasses	safety goggles
painter uniforms	

When the Employer requires Employees to wear safety shoes, the Employee shall purchase same. Upon proof of purchase, the Employer shall reimburse the Employee up to sixty dollars (\$60). If, through wear or damage, the Employee must purchase another pair of safety shoes, the Employer may share in this cost, but in no case may the Employer contribute more than sixty dollars (\$60) per fiscal year to each Employee.

If any Employee is required by the Board of Supervisors to possess a Fireman's and/or Stationary Engineer's License to perform the duties of his/her assigned classification, the Employee shall obtain the required license upon hire or promotion. After the Employee has purchased an updated initial license, the Employer will reimburse the Employee for the actual renewal fee of said license, provided that the Employee is continually required by the Employer to have said license. For the purpose of this Section, the Employee will renew the license and provide the Employer with proof of renewal prior to any reimbursement.

The Employer shall maintain a sufficient supply in varied sizes of insulated coveralls for the sole purpose of Employee use during inclement weather occurring after the regularly scheduled workday begins. The Employer shall maintain a sufficient supply in varied sizes of rubber boots to be used by Employees required to perform work requiring the handling of paint, acid, sewer work, clean-up of human waste, or snow removal. Each Employee requesting the use of coveralls and/or rubber boots shall return same, or shall be charged for replacement. Determination of what constitutes an insulated coverall or boot shall not be subject to Labor/Management meetings. The Employee is personally responsible for loss or damage of the equipment listed above, and will replace same with like quality replacements when the loss/damage is due to Employee negligence.



### Section 13 - Equipment (Clerical Unit)

If any Employee in the Clerical Unit is routinely and consistently required by the Employer to use substances which are likely to damage clothing, the Employer will supply protective apparel.

### Section 14 - Equipment (Secondary Roads Unit)

If any Employee in the Secondary Roads Unit is required by the Employer to wear any of the following safety equipment and/or clothing, same shall be supplied by the Employer:

safety vests	safety goggles
safety helmets	safety mechanic bump hat
Gloves	safety prescription glasses (with clip-on sun glasses)
sunglasses (generic)	

When the Employer requires Employees to wear safety shoes, the Employee shall purchase same. Upon proof of purchase, the Employer shall reimburse the Employee up to sixty dollars (\$60). If, through wear or damage, the Employee must purchase another pair of safety shoes, the Employer may share in this cost, but in no case may the Employer contribute more than sixty dollars (\$60) per fiscal year to each Employee.

Equipment Operators assigned to work on tar and/or asphalt jobs shall be provided appropriate coveralls per fiscal year. Determination of what constitutes appropriate coveralls shall not be subject to the grievance procedure, but may be a subject for Labor/Management meetings. Automotive Mechanics shall be furnished uniforms by the Employer.

### Section 15 - Personnel Files

A regular full-time Employee may have access to his/her own personnel file as maintained by the department head and/or the Human Resources Department. The Employee may review the contents of said file during his/her nonworking hours at a time mutually agreed upon by the Employer and the Employee, except that the Employee will not have access to, or be able to review, letters of reference received or furnished by the Employer or any reference check performed by the Employer. The Employer shall not maintain a side file on any Employee that contains anything different than the file the Employee has access to review.

The Employee may, at his/her own expense, request and receive copies of the contents of the personnel file, except as provided for in the previous paragraph.

The Employee may submit in writing, his/her opinion or explanation regarding materials in the file, except as outlined previously, and such written response shall be included in his/her personnel file.

#### Section 16 - Standby Pay

Employees who are required to be on standby status shall be compensated at the rate of ten percent (10%) of their base hourly salary for each hour spent on standby status.

For the purpose of this Section, standby status is defined as follows: The Employer will specifically designate those Employees who are to be on standby status. Employees who are on standby status are responsible for keeping the Employer informed of his/her whereabouts, and being immediately accessible by telephone or beeper and able to report to work immediately at all times.

#### Section 17 - Professional Training and Leave

In cases where the Employer determines that the attendance of an Employee at certain schools or seminars of instruction would appreciably benefit both the Employer and the Employee, the Employer shall pay the necessary costs of attendance, including travel costs if applicable. The Employee shall receive the necessary time off with pay as training leave.

In all cases where Attorneys or other professional Employees must obtain minimum hours of education each year to maintain their employment, the Employer shall pay the necessary costs for such Employees to obtain the required hours at courses and times approved by the Employer, and shall grant the necessary time off with pay as training leave. If any Employee is required to make annual payments to the Client Security Commission and/the Commission on Continuing Legal Education, to maintain their license to practice law, the Employer shall reimburse the employee for the cost of the payments.

#### Section 18 - Employee's Current Address

In order to properly administer the terms of this Agreement, it is necessary that the County have the current address and telephone number of each Employee at all times. It shall be the obligation of each Employee to keep the County Human Resources Department and their

Department/Office advised of his/her current address and telephone number. The County shall be held harmless against any and all grievances arising from the County's inability to comply with the provisions of this Agreement due to the absence of Employees current address and telephone number.

#### Section 19 - Parking

Effective July 1, 2006, the County agrees to provide a subsidy of twenty dollars (\$20) for parking downtown. This subsidy will be provided on a monthly basis to bargaining unit employees who are not provided free parking.

Effective July 1, 2007, the County agrees to provide a subsidy of thirty dollars (\$30) for parking downtown. This subsidy will be provided on a monthly basis to bargaining unit employees who are not provided free parking.

#### Section 20 - Accrual of Benefits While on Worker's Compensation

Employees shall accrue vacation and sick leave benefits while receiving weekly worker's compensation benefits. Employees may elect to utilize sick leave for only the first five (5) workdays of a work related injury.

#### Section 21 - Repair and Replacement

Employees may request reimbursement for clothing damaged in the performance of their duties. The Employee shall submit such request to his/her immediate supervisor. The supervisor will investigate the request. If the supervisor denies the request, the decision will be final and may not be grieved through the grievance procedure. If the supervisor concurs with the request, he/she shall forward the request with his/her recommendation to the Director of Human Resources who shall approve or disapprove the request for reimbursement. The decision of the Director of Human Resources shall be final and may not be-grieved through the grievance procedure.

## ARTICLE XVIII

### SAVINGS

#### Section 1 - Savings

If any provision of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful, unenforceable, or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall at the earliest possible time, agree to negotiate the specific provisions invalidated, in an attempt to find a mutually agreeable solution.

## ARTICLE XIX

### NO STRIKE – NO LOCKOUT

#### Section 1 - Prohibited Practices/Strikes Prohibited

The parties agree to faithfully abide by all applicable provisions of the Iowa Public Employment Relations Act. Specifically, neither the Union, its Officers, or Agents, nor any of the Employees covered by this Agreement shall violate Sections Ten (10) or Twelve (12) of the Iowa Public Employment Relations Act.

#### Section 2 - Prohibited Practice Violations

Any or all Employees who violate any of the provisions of this Article may be discharged, or otherwise disciplined.

#### Section 3 - Lockouts Prohibited

The Employer agrees to abide by Section Ten (10) of the Act regarding the prohibition of lockout.

## ARTICLE XX

### ENTIRE AGREEMENT AND WAIVER CLAUSE

#### Section 1 - Entire Agreement

This Agreement supersedes and cancels all previous Agreements between the County and the Employee organization, unless expressly stated to the contrary herein, and together with any mutually agreed to amendments supplemental hereto, constitutes the entire Agreement between the parties and concludes collective bargaining during its term. The bargaining teams shall review all letters of understanding to determine which are considered supplemental amendments and included within this Agreement.

#### Section 2 - Waiver Clause

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives any right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement during its term.

## ARTICLE XXI

### EMPLOYER RIGHTS

#### Section 1 - Employer Rights

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and right, including, but not limited to: plan, direct, and control the work of its Employees; hire, promote, demote, transfer, assign and retain Employees in positions within the public agency; discipline, suspend, or discharge Employees; develop and enforce rules for Employees discipline; maintain the efficiency of governmental operations, establish new jobs; abolish or change existing jobs and operations; schedule working hours, including overtime work; determine Employee qualifications; schedule vacations; relieve Employees from duties because of lack of work or for other legitimate reasons; determine what work or services shall be purchased or performed by the unit Employee; change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify, and administer its budget; exercise all other powers and duties the Employer had prior to the signing of this Agreement.

## ARTICLE XXII

### DURATION

#### Section 1 - Duration

This Agreement shall be in force and effect for three (3) fiscal years from July 1, 2006 to and including June 30, 2009.

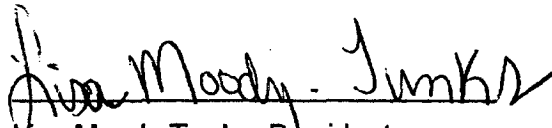
#### Section 2 - Reopening of the Agreement

This Agreement shall be binding and not reopened for the life of this Agreement, except that any item may be reopened for further negotiations anytime during the duration of this Agreement, provided that both the County and the Union mutually agree to reopen negotiations of the item. If there is not mutual agreement of both parties to reopen an item for negotiations, then such item shall be in effect for the entire duration of this Agreement.

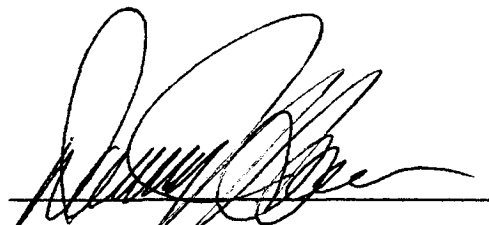


In witness whereof the parties hereto set their hands this 12th day of June, 2006.

**FOR THE UNION**



Lisa Moody Tunks, President  
AFSCME Local 1868



Danny Homan, President  
AFSCME Iowa

**Negotiation Committee:**

*Chief Steward*

Frank Severino

*At-Large*

Tom DeSio

Marlin Luig

*Clerical Unit*

Becky Keeling

*Maintenance/Custodial Unit*

Dan Riley

*Para-Professional Unit*

Angie Barnes

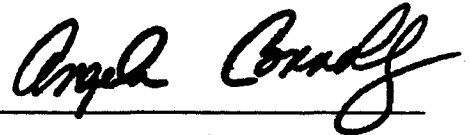
*Professional Unit*

Linda Zanders

*Secondary Roads Unit*

Jack Blackford

**FOR THE EMPLOYER**



Angela Connolly, Chair  
Polk County Board Of Supervisors

Robert Brownell

E.J. Giovannetti

Tom Hockensmith

John Mauro



Tony Bisignano, Director  
Department of Human Services

**Negotiation Committee:**

Labor Relations Manager,

Michael W. Campbell

HR Analyst,

Lola Evans

## APPENDIX A

### JOB CLASSIFICATIONS

#### SECONDARY ROADS UNIT

JOB CLASSIFICATION	GRADE
Mechanic	18
Equipment Operator	17
Parts Supply Clerk	12

In addition to the established wage rates as provided in Appendix A, Employees shall be paid an additional hourly rate for actual hours worked in the operation of the following pieces of equipment. Assignment of Employees shall be at the sole discretion of the Employer.

#### Hourly Rate

\$0.50

#### Pieces of Equipment

Dragline

Hydraulic Excavator

Bulldozer (finish)

Motor Patrol (finish)

Street Sweeper

#### Pesticide Application

In addition to the established wage rates as provided in Appendix A, Employees shall be paid an additional hourly rate of fifty cents (\$.50) for actual hours worked in pesticide applications requiring a Public Pesticide Applicator's License as mandated by Section 206.6 of the Iowa Code. Assignment of Employees shall be at the sole discretion of the Employer.

## **MAINTENANCE/CUSTODIAL UNIT**

<b>Job Classification</b>	<b>Grade</b>	<b>Job Classification</b>	<b>Grade</b>
Stationary Engineer	19	Building Attendant	15
Electrician	19	Cook (Jail)	11
Carpenter	18	Jail Services Aide	10
Painter	18	Cook	9
Maintenance Worker	15	Building Technician	9

## **CLERICAL UNIT**

<b>Job Classification</b>	<b>Grade</b>	<b>Job Classification</b>	<b>Grade</b>
Legal Secretary	15	Records Clerk	12
Medical Transcriptionist	15	Records/Information Tech	12
Civil Process Specialist	14	Accounting Clerk	11
Universal Cashier	14	Central Stores Worker	11
Buyer	13	Office Specialist	11
Booking Clerk	12	Planning Aide	11
Elections Clerk	12	Storekeeper	11
Key Verifier	12	Office Generalist	9
ME Records Clerk	12	Mail Room Clerk	9
Property Description Clerk	12		

## PARAPROFESSIONAL UNIT

<b>Job Classification</b>	<b>Grade</b>	<b>Job Classification</b>	<b>Grade</b>
Senior Design Technician	22	Property Description	16
Environmental Code Officer	21	Victim Witness Liaison	16
Building Code Officer	20	Youth Intake Specialist	16
Design Technician	20	Youth Services Worker	16
GIS Mapping Specialist	20	Youth Transporter	16
Housing Specialist	20	Accounting Technician	15
Senior Engineering Technician	20	Program Specialist	15
Code Enforcement Officer	19	Senior Computer Operator	15
Property Description Specialist	19	Tax Analyst	15
Real Estate Specialist	19	Court Security Officer	14
Air Pollution Monitoring Specialist	18	Evidence Technician	13
Animal Control Officer	18	Legal Settlement Technician	13
Engineering Technician	18	Printing Technician	13
Voting Machine Specialist	18	Weapons Permit Technician	13
Legal Assistant	17	Social Worker Aide	12
Senior Printing Technician	17	Youth Services Aide	12
Control Center Specialist	16	Program Aide	11

## **PROFESSIONAL UNIT**

<b>Job Classification</b>	<b>Grade</b>
Assistant County Attorney	See Appendix D
Landuse Planning Coordinator	26
Air Permit Engineer	26
Planner	23
Air Quality Specialist	22
Investigator*	22
Senior Counselor	21
Counselor	20
Counselor – Latino Outreach	20
Public Health Planner	20
Senior Social Worker*	20
Juvenile Court Specialist	19
Medical Technologist	19
Social Worker*	19
Social Worker – Bi-lingual*	19
Financial Assistance Specialist	18
Public Health Investigator*	18
Archivist	17
Veteran Affairs Representative	17

\*Classifications eligible for premium overtime pursuant to Article IV and under FLSA.

<b>PART-TIME (No FT Class Equivalent)</b>			
<b>Job Classification</b>	<b>Pay Rate</b>		
	<b>7/1/06</b>	<b>7/1/07</b>	<b>7/1/08</b>
Intake & Screening Attorney	\$ 43.24 /hr	\$ 44.97 /hr	\$ 46.77 /hr
Lead Inspector	\$ 24.08 /hr	\$ 25.04 /hr	\$ 26.04 /hr
Facility Attendant	\$ 12.17 /hr	\$ 12.66 /hr	\$ 13.17 /hr
Outreach Worker	\$ 11.11 /hr	\$ 11.55 /hr	\$ 12.01 /hr
Site Coordinator	\$ 11.11 /hr	\$ 11.55 /hr	\$ 12.01 /hr
Employees moving from a full-time position to a part-time position shall be frozen at their current rate of pay, except that they shall receive across the board increases in accordance with Article XIII, Section 4.			

## APPENDIX B

### PAY MATRIX/ENTRY AND ADVANCEMENT

#### SECONDARY ROADS, CLERICAL, MAINTENANCE/CUSTODIAL

#### PARAPROFESSIONAL, and PROFESSIONAL BARGAINING UNITS

All regular full-time Employees shall be hired at the Entry Step of their respective pay grade and shall advance as follows through their respective pay range until Step 7 is reached. Entry Step hiring shall not be required when the Employer transitions/merges Employees into County Government through executive/administrative, legislative or judicial action or mandate. When such circumstances occur, the rate of pay shall be established by the Board of Supervisors, although in no case shall the rate of pay fall below the Entry Step nor above the Top Step of the grade assigned to such Employee by the Board of Supervisors.

Pay adjustments shall be made effective on the Employee's anniversary date. Time periods shall be calculated from date of hire as a regular full-time Employee.

- Step 1\* After satisfactory completion of Probationary Period.
- Step 2 After completion of six (6) months at Step 1.
- Step 3 After completion of twelve (12) months at Step 2.
- Step 4 After completion of twelve (12) months at Step 3.
- Step 5 After completion of twelve (12) months at Step 4.
- Step 6 After completion of twelve (12) months at Step 5.
- Step 7 After completion of twelve (12) months at Step 6.

- \* Does not apply to full-time Employees advanced to a higher pay grade. Any full-time Employee who has successfully completed their probationary period, who is advanced to a higher paying job (pay grade), shall start at the Entry Rate of same, unless provided otherwise within this Agreement, and shall advance to Step 2 on his/her anniversary date (date of hire as a full-time Employee). Advancement to additional steps shall be as outlined above.

**AFSCME Bargaining Units**  
**Secondary Roads, Clerical, Maintenance/Custodial**  
**Paraprofessional and Professional**  
**4% Effective FY 06/07**

<b>Pay Grade</b>	<b>Entry Step</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
6	22,960	23,487	24,021	25,123	26,292	27,513	28,798	29,949
7	24,021	24,573	25,123	26,292	27,513	28,798	30,142	31,346
8	25,123	25,702	26,292	27,513	28,798	30,142	31,556	32,818
9	26,292	26,902	27,513	28,798	30,142	31,556	33,051	34,375
10	27,513	28,144	28,798	30,142	31,556	33,051	34,612	35,996
11	28,798	29,467	30,142	31,556	33,051	34,612	36,246	37,698
12	30,142	30,850	31,556	33,051	34,612	36,246	37,969	39,489
13	31,556	32,305	33,051	34,612	36,246	37,969	39,777	41,368
14	33,051	33,829	34,612	36,246	37,969	39,777	41,677	43,343
15	34,612	35,427	36,246	37,969	39,777	41,677	43,671	45,417
16	36,242	37,108	37,969	39,777	41,677	43,671	45,763	47,591
17	37,969	38,874	39,777	41,677	43,671	45,763	47,965	49,883
18	39,777	40,733	41,677	43,671	45,763	47,965	50,266	52,277
19	41,677	42,675	43,671	45,763	47,965	50,266	52,691	54,800
20	43,671	44,716	45,763	47,965	50,266	52,691	55,222	57,431
21	45,763	46,861	47,965	50,266	52,691	55,222	57,893	60,212
22	47,965	49,115	50,266	52,691	55,222	57,893	60,703	63,133
23	50,266	51,481	52,691	55,222	57,893	60,703	63,643	66,188
24	52,691	53,958	55,222	57,893	60,703	63,643	66,734	69,405
25	55,222	56,566	57,893	60,703	63,643	66,734	69,981	72,781
26	57,893	59,305	60,703	63,643	66,734	69,981	73,389	76,325
27	60,703	62,167	63,643	66,734	69,981	73,389	76,970	80,051
28	63,643	65,186	66,734	69,981	73,389	76,970	80,721	83,954
29	66,734	68,358	69,981	73,389	76,970	80,721	84,682	88,069
30	69,981	71,683	73,389	76,970	80,721	84,682	88,815	92,369
31	73,389	75,185	76,970	80,721	84,682	88,815	93,168	96,895



**AFSCME Bargaining Units**  
**Secondary Roads, Clerical, Maintenance/Custodial**  
**Paraprofessional and Professional**  
**4% Effective FY 07/08**

<b>Pay Grade</b>	<b>Entry Step</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
6	23,876	24,426	24,982	26,128	27,344	28,613	29,949	31,147
7	24,982	25,187	26,128	27,344	28,613	29,949	31,347	32,600
8	26,128	26,344	27,344	28,613	29,949	31,347	32,819	34,131
9	27,344	27,575	28,613	29,949	31,347	32,819	34,373	35,750
10	28,613	28,848	29,949	31,347	32,819	34,373	35,997	37,436
11	29,949	30,203	31,347	32,819	34,373	35,997	37,696	39,205
12	31,347	31,621	32,819	34,373	35,997	37,696	39,488	41,069
13	32,819	33,113	34,373	35,997	37,696	39,488	41,368	43,022
14	34,373	34,674	35,997	37,696	39,488	41,368	43,344	45,077
15	35,997	36,313	37,696	39,488	41,368	43,344	45,418	47,233
16	37,696	38,036	39,488	41,368	43,344	45,418	47,593	49,495
17	39,488	39,846	41,368	43,344	45,418	47,593	49,884	51,878
18	41,368	41,751	43,344	45,418	47,593	49,884	52,277	54,368
19	43,344	43,742	45,418	47,593	49,884	52,277	54,798	56,992
20	45,418	45,834	47,593	49,884	52,277	54,798	57,431	59,728
21	47,593	48,033	49,884	52,277	54,798	57,431	60,209	62,621
22	49,884	50,343	52,277	54,798	57,431	60,209	63,131	65,659
23	52,277	52,768	54,798	57,431	60,209	63,131	66,188	68,835
24	54,798	55,307	57,431	60,209	63,131	66,188	69,403	72,181
25	57,431	57,980	60,209	63,131	66,188	69,403	72,781	75,692
26	60,209	60,787	63,131	66,188	69,403	72,781	76,324	79,378
27	63,131	63,721	66,188	69,403	72,781	76,324	80,049	83,253
28	66,188	66,816	69,403	72,781	76,324	80,049	83,950	87,312
29	69,403	70,066	72,781	76,324	80,049	83,950	88,069	91,592
30	72,781	73,475	76,324	80,049	83,950	88,069	92,367	96,064
31	76,324	77,065	80,049	83,950	88,069	92,367	96,894	100,771

**AFSCME Bargaining Units**  
**Secondary Roads, Clerical, Maintenance/Custodial**  
**Paraprofessional and Professional**  
**4% Effective FY 08/09**

<b>Pay Grade</b>	<b>Entry Step</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
6	24,834	25,403	25,981	27,173	28,438	29,758	31,147	32,392
7	25,981	25,817	27,173	28,438	29,758	31,147	32,601	33,904
8	27,173	27,003	28,438	29,758	31,147	32,601	34,131	35,496
9	28,438	28,264	29,758	31,147	32,601	34,131	35,748	37,180
10	29,758	29,569	31,147	32,601	34,131	35,748	37,436	38,933
11	31,147	30,958	32,601	34,131	35,748	37,436	39,204	40,774
12	32,601	32,411	34,131	35,748	37,436	39,204	41,068	42,711
13	34,131	33,941	35,748	37,436	39,204	41,068	43,023	44,743
14	35,748	35,541	37,436	39,204	41,068	43,023	45,078	46,880
15	37,436	37,221	39,204	41,068	43,023	45,078	47,234	49,123
16	39,204	38,987	41,068	43,023	45,078	47,234	49,497	51,474
17	41,068	40,842	43,023	45,078	47,234	49,497	51,879	53,953
18	43,023	42,795	45,078	47,234	49,497	51,879	54,368	56,543
19	45,078	44,835	47,234	49,497	51,879	54,368	56,990	59,271
20	47,234	46,979	49,497	51,879	54,368	56,990	59,728	62,117
21	49,497	49,234	51,879	54,368	56,990	59,728	62,617	65,126
22	51,879	51,602	54,368	56,990	59,728	62,617	65,657	68,285
23	54,368	54,088	56,990	59,728	62,617	65,657	68,836	71,589
24	56,990	56,690	59,728	62,617	65,657	68,836	72,179	75,068
25	59,728	59,430	62,617	65,657	68,836	72,179	75,692	78,720
26	62,617	62,307	65,657	68,836	72,179	75,692	79,377	82,553
27	65,657	65,314	68,836	72,179	75,692	79,377	83,250	86,583
28	68,836	68,487	72,179	75,692	79,377	83,250	87,308	90,804
29	72,179	71,818	75,692	79,377	83,250	87,308	91,592	95,255
30	75,692	75,312	79,377	83,250	87,308	91,592	96,062	99,907
31	79,377	78,991	83,250	87,308	91,592	96,062	100,770	104,801

## APPENDIX C

### CLASSIFICATION SERIES

Article VIII - Layoff and Recall, Section 4 - Permanent Layoff, Subsections A through D outlined certain conditions for Employee displacement by classification series. This Appendix establishes the eligibility and restriction of such displacements.

If a job classification covered by the terms of this Agreement is not listed below, it is agreed and understood that there is not a classification series for that job classification and an Employee laid off from such a job classification shall not be entitled to the option(s) of displacing another Employee through job classification series as contained in Article VIII.

Job classifications listed side by side are considered equivalent for purposes of classification series and Employees in one such classification can not displace Employees in the other classification except by the previously held classification concept.

Job classifications subject to classification series displacement are clustered below within bargaining units. Each cluster represents the series for the classifications appearing within each cluster and classification series displacement is restricted to only those classifications appearing in each cluster. Within bargaining units, clusters are separated by spacing.

#### **SECONDARY ROADS UNIT**

Mechanic  
Equipment Operator  
Parts Supply Clerk

#### **MAINTENANCE/CUSTODIAL UNIT**

Cook (Jail)  
Cook

Electrician, Carpenter, Painter or Stationary Engineer  
Maintenance Worker  
Building Attendant  
Building Technician

Jail Services Aide

**CLERICAL UNIT**

Storekeeper  
Central Stores Worker  
Mailroom Clerk  
  
Elections Clerk  
  
Records Clerk  
  
Booking Clerk  
  
Universal Cashier  
Records/Information Technician or Key Verifier  
Office Specialist  
Office Generalist  
  
Medical Transcriptionist  
ME Records Clerk  
  
Legal Secretary  
  
Civil Process Specialist  
Accounting Clerk  
  
Buyer  
  
Commissary Clerk  
  
Property Clerk  
  
Property Description Clerk

**PARAPROFESSIONAL UNIT**

Youth Services Worker  
Youth Services Aide  
Youth Services Intake Specialist  
Youth Services Transporter  
Control Center Specialist  
  
Senior Engineering Technician  
Engineering Technician  
  
Senior Design Technician  
Design Technician  
  
Building Code Officer or Environmental Code Officer  
Code Enforcement Officer  
  
Animal Control Officer  
  
Air Pollution Monitoring Specialist

**PARAPROFESSIONAL UNIT(con't)**

Court Security Officer

Victim Witness Liaison

Program Specialist

Program Aide  
Social Worker Aide

Voting Machine Specialist

Weapons Permit Technician

Accounting Technician

Real Estate Specialist

Legal Assistant

Tax Analyst

GIS Mapping Specilist  
Property Description Specialist  
Property Description Technician

Senior Computer Operator

Senior Printing Technician  
Printing Technician

Evidence Technician

Legal Settlement Technician

Housing Specialist

## **PROFESSIONAL UNIT**

Air Permit Engineer  
Air Quality Specialist

Assistant County Attorney

Archivist

Juvenile Court Specialist

Senior Counselor  
Senior Social Worker or Counselor  
Social Worker  
Veteran Affairs Representative  
Financial Assistance Specialist

Social Worker - Bi-Lingual  
Counselor – Latino Outreach

Investigator

Medical Technologist  
Public Health Investigator

Landuse Planning Coordinator  
Planner

Public Health Planner

## APPENDIX D

### PAY MATRIX/ENTRY AND ADVANCEMENT

#### ATTORNEYS (COUNTY ATTORNEY)

Regular full-time Assistant Attorney's shall be hired at the entry step and advance through the pay range until the maximum step is reached, except that the County Attorney, at his/her discretion may, hire an individual as a Assistant County Attorney within a pay range of entry level to Step 3 on the pay matrix. The step the individual is hired at (entry to step 3), as an Assistant Attorney shall be based on their years of experience as an attorney admitted to the practice of law. Pay adjustments shall be made effective on the Employee's anniversary date. Time periods shall be calculated from date of hire as a regular full-time Employee.

	Base	FY 06/07 4%	FY 07/08 4%	FY 08/09 4%
Entry Step	51,199	53,247	55,377	57,592
After 1 year at Entry Step	54,795	56,986	59,266	61,637
After 1 year at Step 1	59,290	61,661	64,128	66,693
After 1 year at Step 2	63,783	66,334	68,987	71,747
After 1 year at Step 3	68,277	71,008	73,848	76,802
After 1 year at Step 4	72,772	75,683	78,710	81,859
After 1 year at Step 5	77,266	80,357	83,571	86,914
Merit*	79,514	82,694	86,002	89,442
After 1 year at Step 6	81,760	85,030	88,432	91,969
Merit*	84,006	87,367	90,861	94,496
After 1 year at Step 7	86,253	89,703	93,291	97,023
Merit*	88,497	92,037	95,719	99,547
After 1 year at Step 8	90,747	94,377	98,152	102,078
Merit*	92,992	96,712	100,580	104,604
After 1 year at Step 9	95,242	99,052	103,014	107,134
Merit*	97,486	101,386	105,441	109,659

\* The County Attorney may award a merit step at his/her discretion on the employee's anniversary date subject to approval by the Board of Supervisor's, provided a performance appraisal for the preceding 12 months is on file in the Human Resources Department.